

RESOLUTION

A RESOLUTION OF THE BOROUGH OF HANOVER, YORK, COUNTY, PENNSYLVANIA, OFFICIALLY ACCEPTING THE RULES, REGULATIONS AND SCHEDULE OF CHARGES FOR WATER SERVICE; AND UPDATED WATER EXTENSION AGREEMENTS WITHIN THE LIMITS OF THE BOROUGH OF HANOVER.

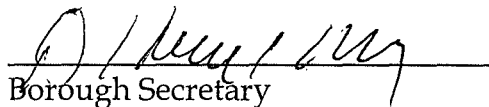
WHEREAS, The attached Rules and Regulations and water extension agreements are a part of the contract with every Person who takes Water Service, and every such Person, by taking water, agrees to be bound thereby; and

WHEREAS, The attached Rules and Regulations and water extension agreements are not intended to conflict with any local, state, or federal legislation. If any provision of these Rules and Regulations is held to be invalid, illegal, or unenforceable, all other provisions shall continue in full force and effect.

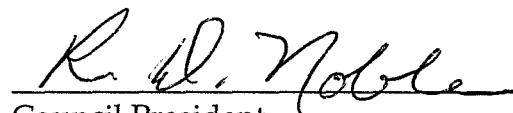
NOW THEREFORE, BE IT RESOLVED that the attached Rules and Regulations and water extension agreements shall become effective on and after November 22, 2016, to all Properties within limits of The Borough of Hanover then and thereafter connected to the Water System. All prior Borough rules, regulations, and resolutions not consistent herewith are hereby repealed, provided that all rights accrued and monies due the Borough under any such rules, regulations, and resolutions are preserved to the Borough. The Borough reserves the right to amend these Rules and Regulations in such manner and at such times as, in its opinion, may be advisable.

Enacted this 22nd day November, A.D., 2016.

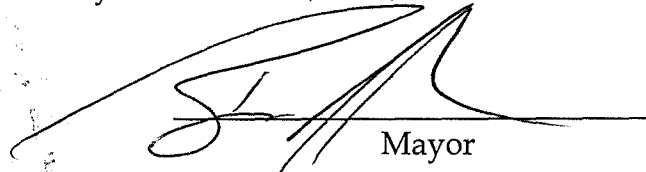
ATTEST:


Borough Secretary

THE BOROUGH OF HANOVER


Council President

Approved this 22nd day of November, A.D., 2016.


Mayor

**Borough of Hanover
York County, Pennsylvania**

***Rules, Regulations, and Schedule
of Charges for Water Service***

October 2016



Gannett Fleming

Excellence Delivered As Promised

BOROUGH OF HANOVER, YORK COUNTY, PENNSYLVANIA
RULES, REGULATIONS, AND SCHEDULE OF CHARGES FOR WATER SERVICE

Contents

<u>Article</u>	<u>Title</u>	<u>Page</u>
I.	Rules and Regulations.....	1
II.	Enforcement.....	1
III.	Definitions.....	1
IV.	Applications	4
V.	Conditions of Installation and Use.....	6
VI.	Meters	13
VII.	Fire Service and Other Special Uses.....	15
VIII.	Discontinuance of Service	19
IX.	Extension of Water Service	22
X.	Miscellaneous Regulations	26
XI.	Rates, Fees, and Terms of Payment	28

Schedule A - Schedule of Charges for Water Service

Appendix A - Water Main Extension Agreement (For a Main Extension to be Constructed by the Owner)

Appendix B - Water Main Extension Agreement (For a Main Extension to be Constructed by the Borough)

BOROUGH OF HANOVER, YORK COUNTY, PENNSYLVANIA

RULES AND REGULATIONS FOR WATER SERVICE

I. RULES AND REGULATIONS

- A. These Rules and Regulations are a part of the contract with every Person who takes Water Service, and every such Person, by taking water, agrees to be bound thereby.
- B. These Rules and Regulations are not intended to conflict with any local, state, or federal legislation. If any provision of these Rules and Regulations is held to be invalid, illegal, or unenforceable, all other provisions shall continue in full force and effect.

II. ENFORCEMENT

These Rules and Regulations shall become effective on and after November 22, 2016, to all Properties then and thereafter connected to the Water System. All prior Borough rules, regulations, and resolutions not consistent herewith are hereby repealed, provided that all rights accrued and monies due the Borough under any such rules, regulations, and resolutions are preserved to the Borough. The Borough reserves the right to amend these Rules and Regulations in such manner and at such times as, in its opinion, may be advisable.

III. DEFINITIONS

- A. Applicant: A Person who applies for Water Service at a Premises.
- B. Backflow Prevention Device: A device installed in the Customer's Service Line to prevent steam, gas, chemicals, or water of unknown or questionable quality from entering the Borough's Water System through a separate piping system.
- C. Borough: The Borough of Hanover, York County, a Pennsylvania municipal corporation.
- D. Borough's Service Line: The Water Service pipe and appurtenances extending from the Borough's main including: the tee or tap in the main, the lateral pipe to a point at or near the Property line and/or curb line, the curb stop or service valve, and the curb box or valve box.
- E. Commercial Water Hauler: A Person delivering the Borough's water via tank truck or other means to retail customers.
- F. Contractor: A builder or other Person who uses water on a temporary basis for construction purposes.

- G. Cross-Connection: Any connection, direct or indirect, that physically joins a Customer's Service Line, or any piping extension thereof, to a non-potable source of water or to a water system other than that of the Borough.
- H. Consumptive Charge Classes: Once a customer has been assigned by the Borough to a customer class, such classification shall be binding upon the customer absent a significant and/or compelling change in the use or design of the customer's premises.
1. Residential Customer: Single Premises residence or multiple Premises residences, including apartment houses or apartment buildings, where each unit or Premises is served through a separate meter.
 2. Commercial Customer: Multiple Premises residences served through a single meter or battery of meters. Sales to private institutions or organizations. Sales to manufacturing or processing establishments where the water is not used principally in the manufacturing or processing function. This includes sales to multi-unit, master-metered residences such as apartment and boarding houses; hotels; offices; office buildings; retail and wholesale commercial establishments; laundries; churches; private schools and colleges; private hospitals, private cemeteries; etc., where water is not used primarily for industrial purposes.
 3. Industrial Customer: manufacturing or processing establishments where the water is used principally in the manufacturing or processing function. Sales of water to manufacturing and industrial consumers such as steel works; automobile manufacturers; breweries; public utilities; stock yards; packing houses; bottling works; and food processing.
 4. Large Industrial Customer: Industrial customers that use more than ten (10) million gallons of water per month.
 5. Public: Sales to governmental agencies. Sales of water for municipal and other public purposes, other than fire protection. This includes sewer and street flushing; filling public swimming pools; drinking and display fountains; parks; schools; and hospitals. Sales of water for City, County, State, and Federal use are included in this classification.
- I. Customer: Any Person who receives Water Service from the Borough for service to one Premises through a single metered service connection.
- J. Customer's Service Line: That part of the Water Service piping extending from the Borough's Service Line to the Premises, except the water meter.
- K. Main: Any transmission or distribution main or piping. This term does not include lateral lines (Borough's Service Line and Customer's Service Line), lines running between the Customer's Service Line and the Customer's Premises, or any lines located on the Customer's property.

- L. Main Extension: Water Service requiring the construction of one or more additional water mains.
- M. Meter: A device for measuring the quantity of water used, which is a basis for determining charges for Water Service to a Customer.
- N. Owner: The Person whose name is designated in the deed for a Property.
- O. Person: An individual, partnership, company, corporation, association, corporate political body, joint ownership, or other entity capable of functioning in the context used herein.
- P. Premises: The property area, including improvements thereon to which Water Service is furnished, including:
1. A building under one roof or a trailer, either of which is owned or leased by one Person, and occupied as one residence or business;
 2. Each combination of buildings owned or leased by one customer, served by one Borough Service Line, and occupied as one residence or business;
 3. Each unit of a multiple house or building or other multi-unit structure occupied as one residence or business;
 4. Each apartment, office, or suite of offices located in a building having several such apartments, offices, or suites of offices and using in common one or more means of entrance;
 5. Each room or group of rooms in a building occupied or intended for occupancy as a separate business or as separate living quarters by a family or other group of people living together or by an individual living alone, even though some or all water fixtures may be used in common;
 6. A public building;
 7. A single plot used as a park or recreational area; and
 8. Such other situations as the Borough shall deem proper and advisable.
- Q. Property: Any building, group of buildings, or land upon which buildings are or are to be constructed, which is, are, or may be served by the Borough's Water System.
- R. Standby Service: Water Service intended to supplement service provided from a source of supply other than that of the Borough.
- S. Tenant: A Person who leases or rents Premises from a Property Owner.

- T. Water Service: Provision by the Borough of water as a commodity, of readiness to serve water for any purpose(s), and of any services related thereto.
- U. Water System: The Borough's water supply, treatment, transmission, and distribution facilities, taken as a whole, or as any part thereof.

IV. APPLICATIONS

A. SERVICE CONNECTIONS

1. Any Owner desiring the introduction or alteration of a Service Line or Service Lines from the Borough's main to the Premises must first make written application on a form furnished by the Borough at least fourteen (14) business days before Water Service is needed. The application shall state the date when the Customer's Service Line is or will be completed, ready for inspection, and ready for connection to the Borough's Service Line.
2. The application must be signed by the Owner, or the Owner's duly authorized agent, which application, together with these Rules and Regulations, shall regulate and control Water Service to the Premises. The Owner shall guarantee continuous Water Service to the Premises for at least one (1) year. The application shall be binding upon the heirs and assigns of the Owner.
3. A Tenant may make application for a Water Service connection, providing the application is co-signed by the Owner and the Owner guarantees payment of all bills rendered.
4. A new application shall be submitted to the Borough for approval upon any change in Property ownership. The Borough shall have the right to discontinue Water Service until such new application has been submitted and approved.
5. Any Applicant desiring standby service shall so state on the application form.
6. The Borough may, at its discretion, waive the application requirement.
7. The application will not be approved until the Borough receives full payment of all applicable service connection charges, meter installation charges and/or other charges duly adopted by the Borough.
8. The Applicant's Premises shall abut an established and opened street or public highway that contains an existing Borough water main. Applicants requesting Water Service that requires a main extension will be required to pay for the main extension in accordance with the requirements of Section IX.

9. The Applicant's Customer Service Line shall be in satisfactory condition to receive Water Service, and the Borough shall not be liable for any accident, breaks, or leakage in connection with Water Service, freezing of Customer's Service Line(s), or damage to the Premises that may result from use or non-use of water on the Premises.
10. Upon acceptance of the application by the Borough, the application, together with these Rules, Regulations, and Schedule of Charges for Water Service, as amended as necessary, shall constitute the entire contract between the Owner and the Borough.

B. WATER SERVICE

1. Every Person desiring Water Service shall submit a signed application for Borough approval on a form furnished by the Borough. All applications for such Water Service shall state the type of use to be made of the service. All applications so received are subject to approval by the Borough.
2. When application is made by a Person other than the Owner, the Owner shall co-sign the application and guarantee payment for Water Service.
3. If the Borough, at its option, waives the application requirement, such waiver shall not relieve the Owner of the responsibility to pay all applicable charges identified in these Rules, Regulations, and Schedule of Charges for Water Service.
4. The fact that an application may not exist, or may not be signed by the Owner, shall not relieve the Owner of the responsibility for ultimate payment of all Water Service bills related to that Owner's Premises.
5. All contracts for Water Service shall continue in force from month to month, but either party may cancel the contract by giving ten (10) days written notice.
6. When Water Service is initiated or discontinued during a billing period, fixed (base rate) Water Service charges will be prorated according to the days of service rendered during the period. Consumption charges will be based on actual metered usage.
7. A separate Water Service application shall be made for:
 - (a) Each building under one roof, owned or leased by one Person, and occupied as one residence or business;
 - (b) Each combination of buildings in one common enclosure, owned or leased by one Person, and occupied as one residence or business;
 - (c) Each side of a double house having a solid vertical partition wall;

- (d) Each room or group of rooms in a building occupied as one residence or business, even though the kitchen, bath, or other fixtures are used in common;
- (e) Each apartment, business establishment, office, or suite of offices located in a building having several such apartments, business establishments, offices, suites of offices, or combinations thereof;
- (f) Each fire service connection, whether public or private; or
- (g) Such other cases as the Borough shall deem proper and advisable.

C. DEPOSITS

- 1. A deposit may be required from an Applicant requesting Water Service from the Borough. The amount of the deposit, if required, shall equal the estimated gross bill for a period of three (3) months.
- 2. A deposit, if required, will be returned to the depositor when Water Service bills have been paid for a period of sixty (60) consecutive months or upon discontinuance of Water Service by the Customer and payment of all charges due.
- 3. The Borough will not pay interest on deposits.
- 4. Any Customer having a deposit shall pay bills for Water Service rendered in accordance with these Rules, Regulations, and Schedule of Charges for Water Service. The deposit shall not be considered to be payment for Water Service.
- 5. The Borough may, at its discretion, waive the deposit requirement.

V. CONDITIONS OF INSTALLATION AND USE

A. WRITTEN PERMIT FOR CUSTOMER TO SUPPLY A PERSON OR PREMISES

- 1. No Customer or any Premises receiving Water Service shall supply water to other Persons or other Premises except by written approval of the Borough. Customers who violate this rule will have water discontinuance procedures initiated against them. Water Service, after being turned off, will remain off until the Rules, Regulations, and Schedule of Charges for Water Service are satisfied.

B. BOROUGH SERVICE LINE

- 1. Upon approval of the Water Service application and payment of all applicable charges, the Borough will install the Borough's Service Line between the Borough's main and a curb stop to be located on the Property side of the curb, if

one exists, or, if a curb does not exist, at the anticipated location of the future curb or the public right-of-way line.

2. Water mains and Borough Service Lines are under the exclusive control of the Borough. No Person, other than Borough's representatives, shall disturb, tap, change, obstruct access to, or interfere with such water mains and lines in any way.
3. Separate Borough Service Lines shall be installed for normal domestic water service and fire protection service, unless a combined Borough Service Line is approved by the Borough.
4. The location and minimum size of the Borough Service Line will be determined by the Borough based on service requirement information supplied on the application for Water Service.
5. No other utility line shall be constructed within four (4) feet of the Borough Service Line trench, unless written approval is secured from the Borough.
6. If written permission is received from the Borough to install a Borough Service Line in the same trench as a building drain or building sewer, the following minimum conditions shall be met:
 - (a) The bottom of the Water Service line, at all points, shall be at least eighteen (18) inches above the top of the sewer line at its highest point; and
 - (b) The Water Service line shall be placed on a solid shelf excavated on one side of the common trench such that the minimum horizontal distance between the Water Service line and the sewer line is twenty-four (24) inches.
7. No Borough Service Lines will be installed during a period when street openings are prohibited by municipal or state regulations or, in the judgment of the Borough, working conditions are unfavorable for installation.
8. When a Customer desires a change in location or size of an existing Borough Service Line, the Customer shall bear the entire cost of the change.
9. Any temporary or emergency feature of a Borough Service Line requested by the Customer shall be at the expense of the Customer. If the Owner desires a Borough Service Line be installed to the curb in advance of street improvement and where there is no present demand for a supply of water, such Owner shall pay the cost of installing the Borough Service Line, which cost shall be refunded if and when an application is made and approved for a supply of water through the Borough Service Line.

10. The Borough shall have the right to supply more than one Customer from the same Borough Service Line, but, in such case, a distinct and separate curb stop and valve box will be provided for each Customer.
11. The Borough will be responsible for maintenance and repair of the Borough Service Line.
12. A Borough Service Line will not be installed on private property, unless the Customer provides a duly-recorded written easement granting permission for the Borough to install and maintain the Borough Service Line on said private property. If the Borough Service Line from the curb to the Premises being served passes through the property of persons other than the Owner of the Premises to be supplied, the Owner shall assume liability for the service line.
13. The Borough reserves the right to construct the Borough Service Line after the Customer installs the Customer Service Line to the Borough's satisfaction.

C. CUSTOMER SERVICE LINE

1. The Customer Service Line, beyond the Borough Service Line, shall be installed and maintained by the Customer at the Customer's expense.
2. The Customer Service Line shall be installed as a continuous length of pipe. Pipe material and installation shall meet Borough specifications. If the Customer Service Line is greater than 100 feet in length, a meter pit is required. An initial repair on an existing Customer Service Line will be allowed to be made without replacing the entire line if approved by the Borough. Upon need of second repair, Owner will need to replace entire Customer Service Line.
3. The Customer Service Line shall not be laid less than four (4) feet below finished grade, unless approved by Borough.
4. No other utility line shall be within four (4) feet of the Customer Service Line trench, unless written approval is secured in advance from the Borough.
5. The Customer shall keep the Customer Service Line in good condition under penalty of Water Service discontinuance. Water Service may be discontinued if the property Owner has not caused repairs to be made within ten (10) days after written notice by the Borough, or at any time if escaping water is causing damage to the property of others, or if escaping water is causing loss of water and/or revenue to the Borough.
6. Installation of all new or replaced Customer Service Lines shall be subject to Borough inspection and approval.

7. The size of the Customer Service Line shall be established by the Customer, but shall not be less than the size of the Borough Service Line. Line size will be subject to Borough review and comment; however, the Borough assumes no responsibility for adequacy of Customer Service Line size. In the event that a Customer wants to downsize the Customer Service Line, it will be the Borough's decision to allow downsizing from the curb to the building or entry point to the building.
8. All plumbing shall be furnished by the Applicant and installed in an approved manner. The Applicant shall use lead-free materials within all plumbing and piping systems installed and shall be liable for the removal and replacement of materials that violate this provision.
9. The Customer Service Line trench shall not be backfilled until the Borough Service Line is installed and the Customer Service Line is inspected and tested by Borough personnel. If, in the opinion of the Borough, any defects are found in the Customer Service Line, Water Service will not be furnished until such defects are remedied.
10. A separate stop or valve, with drain, shall be installed by the Customer immediately inside the basement wall between the basement wall and the meter.
11. The Applicant shall also furnish and install an approved meter setting device at a location approved by the Borough. The meter setting device shall be installed as close as practical to the Customer Service Line point of entry at the basement wall. The meter setting location shall be safe from freezing and shall be accessible for reading, inspecting, and changing the meter. Where possible, the meter setting device shall be located so that the meter will be from one (1) to three (3) feet above the floor with the dial in an upright position.
12. A separate stop or valve, with a drain and check valves, shall be installed by the Customer immediately after the meter to prevent plumbing drainage when the meter is changed.
13. The stops or valves installed before and after the meter may be integral components of the meter setting device.
14. No connections are permitted on the Customer Service Line between the Borough Service Line and the meter. All water supplied to the Customer is to pass through the meter.
15. If Customer Service Line pressure is deemed excessive by either the Borough, the Applicant, or the Customer, it shall be the Customer's responsibility to install a pressure regulator at the Customer's expense.
16. Service line pressure available to Customers will be that which is normally available in the system, considering periodic fluctuations resulting from demands, firefighting, water level fluctuation in tanks, maintenance procedures, etc. The

Borough shall be under no obligation to increase pressure by pumping or other means.

17. The Customer shall pay all costs for relocating or changing the Customer Service Line.
18. If the Borough, in the performance of Borough Service Line maintenance or replacement, discovers that a Customer Service Line does not meet Borough specifications, the Borough may issue notice to the Customer to replace the Customer Service Line at the Customer's expense.
19. If at any time the Borough performs repair work on a Borough Service Line and discovers Customer Service Line galvanized or lead pipe, the Customer, at the Customer's expense, shall be required to immediately replace the Customer Service Line with pipe approved by the Borough.
20. The location of the curb stop (terminus of the Borough Service Line and start of the Customer Service Line) shall be determined by the Borough, based on information provided by and discussed with the Customer.
21. The Customer Service Line shall be constructed after the Borough Service Line has been constructed, unless otherwise approved in advance by the Borough.
22. If the Borough permits the Customer Service Line to be placed in the same trench with the building drain or building sewer, the following conditions shall be met:
 - (a) The bottom of the water service line, at all points, shall be at least eighteen (18) inches above the top of the sewer line at its highest point; and
 - (b) The water service line shall be placed on a solid shelf excavated on one side of the common trench such that the minimum horizontal distance between the water service line and the sewer line is twenty-four (24) inches.

D. OPENING AND CLOSING VALVES OR HYDRANTS

1. No Customer or any Person not authorized by the Borough shall operate any curb stop, valve, or hydrant in any Borough main or line.

E. TWO OR MORE CUSTOMERS ON SAME SERVICE

1. Each Customer will be supplied through a separate metered service connection unless the Borough grants an exception.
2. No Owner shall furnish Borough water to another Person or Premises without written Borough approval.

3. Where two (2) or more Customers are supplied from the same Borough Service Line, a separate service stop and valve box shall be provided for each Customer.
4. When two (2) or more Customers are supplied from the same Customer Service Line controlled by a single shut-off valve, any violation of these Rules and Regulations by any of said Customers shall be deemed a violation by all, and the Borough may take action against the group of Customers as if they were a single Customer. However, such action will not be taken until an innocent Customer is given the opportunity to install a separate Customer Service Line. If no corrective action is taken, the Borough may, upon ten (10) day's written notice to all Customers on said line, discontinue Water Service. Water Service will not be reinstated until separate Customer Service lines have been installed to each Customer in accordance with the Borough's Rules and Regulations.
5. The above-stated rules regarding two (2) or more Customers on the same service line shall not apply to tenants within the meaning of the Utility Service Tenant's Rights Act. The Borough will be governed by the rules of the Act regarding application and termination of service.

F. TEMPORARY SERVICE

1. Water Service may be provided on a temporary basis for special conditions that do not fall under the classification of permanent or standby service. Each case shall be reviewed on an individual basis and service shall be at the discretion of the Borough.
2. Applicants for temporary Water Service shall submit a written application to the Borough. The application shall be accompanied by a deposit in the amount of the estimated quarterly charge, as determined by the Borough.
3. All costs for installing and dismantling Borough service connections for temporary service shall be paid by the Applicant.
4. Temporary Water Service may be metered, at the option of the Borough. Any costs associated with meter installation and removal by the Borough shall be paid by the Applicant.
5. If water is used at a temporary service connection where a meter is not installed, the Borough shall determine the charge for Water Service from the date of initial use to the date of meter installation or termination of use.

G. NON-PERMISSIBLE CONNECTIONS

1. The following connections are prohibited:
 - (a) Connection to any water system other than the Borough water system;

- (b) Any device which, in the opinion of the Borough, may cause water pressure surges; or
- (c) An unprotected connection to a booster pump, boiler plant, or boiler pump.

H. BACKFLOW PREVENTION DEVICES

1. The Borough reserves the right to require a Customer to install a backflow prevention device, in accordance with the Borough's specifications, for all permanent and temporary Water Service connections to the Borough Water System, regardless of size, including residential service connections and fire service connections.
2. All backflow prevention devices shall be the property of the Customer, who shall remain responsible for the costs associated with furnishing, installing, testing, and maintaining the device in accordance with Borough requirements. The Borough reserves the right to require that backflow prevention devices be tested at least once every twelve (12) months and that a certified test report be furnished to the Borough, all at the cost of the Customer.

I. STANDBY SERVICE

1. Any Customer desiring standby Water Service shall submit a written application to the Borough.
2. The Borough will determine the size and location of the Borough Service Line and the type of meter required for standby service based on information supplied by the Applicant.
3. All facilities deemed necessary by the Borough to provide standby service and to protect the Borough's Water System shall be installed at the Customer's expense.
4. When a Customer is disconnected from service and the Borough continues to provide ready-to-serve facilities, the Borough has the discretion to charge the minimum rate according to the size meter in place at the Customer's location.
5. All normal Water Service charges shall apply unless waived by the Borough.
6. The term of the standby service shall be established by the Borough.
7. Standby service will be available to existing Customers and to new Customers.

J. COMMERCIAL WATER HAULERS

1. Any Customer desiring service as a commercial water hauler shall submit a written application to the Borough.
2. The Customer shall provide a location for water loading, which location shall be approved by the Borough. The Borough may designate a location for water loading.
3. The Customer shall pay all costs of installing the Customer's service connection, meter, meter pit, valves, riser pipe, and facilities to control spillage and surge conditions.

VI. METERS

A. DETERMINATION OF METERING

1. The Borough will determine when and where water meters shall be installed.
2. All services, including those serving public or private sprinkler systems or other fire service connections, shall be metered.
3. No connections are permitted on the Customer Service Line between the curb stop and the meter.
4. If the customer service line is greater than 100 feet in length, a meter pit is required.
5. Services supplying public or private fire hydrants only will normally not be metered.
6. Each service, excluding fire hydrants, shall have a separate meter, except as otherwise permitted by the Borough.

B. SIZE, INSTALLATION, AND OWNERSHIP

1. The Borough will determine the meter size, type, and location, based on Water Service requirements indicated by the Applicant. Water meters and connections shall be provided by the Borough and become Borough property, which shall be maintained by the Borough at the Borough's expense.
2. The Customer shall provide the Borough access to the water meter at all reasonable times for reading, inspection, testing, shut-offs and repairs.
3. Neither customer nor customer agent, designee, or representative shall remove or disconnect a water meter.

C. PAYMENT FOR METERS

1. The Customer shall pay the Borough for all costs for furnishing and installing the water meter.

D. LOCATION OF METERS

1. The Borough will approve the location for installation of all water meters.
2. When a meter is installed within a building, the Customer shall provide, at their expense, an approved installation space and approved piping connections complete with stops or valves with drains on both the inlet and outlet sides of the meter.
3. When a meter is installed outside a building, it shall be placed in an approved meter box, complete with approved stops or valves, with drains, all provided at the Customer's expense. It shall be the Customer's responsibility to maintain the meter pit according to Borough standards. The Borough will determine the size and location for installation of the meter pit.
4. Each Customer unit of any type or class (single-house, double-house, row house, etc.) and whether Owner- or Tenant-occupied, shall have a separate water meter, except as permitted otherwise by the Borough.
5. Multi-unit buildings served through a single Borough Service Line, such as apartment buildings and office buildings, may use a single meter, if approved by the Borough.
6. When a remote meter readout is deemed necessary by the Borough, the Customer shall provide a location on a convenient accessible outside wall, as approved by the Borough, for installation of the remote meter readout device. The Customer shall also provide routing for the connecting wiring between the meter and the remote readout device.
7. Where an apartment or shopping center complex exists with two (2) or more buildings, each building shall have an individual water meter.

E. PROTECTION OF METERS

1. The Customer shall protect the water meter against damage due to freezing, hot water, negligence, and other causes. The Borough will repair any meter damage or loss at the Customer's expense. If payment for meter damage or loss is not made within 10 days of the billing date, Water Service will be discontinued until the bill is paid.
2. Where steam or hot water is used, the Customer shall install a check valve on the Customer side of the meter.

3. No Customer shall remove or tamper with the meter installation nor permit any other Person except an authorized employee of the Borough to do so. When a meter seal or seal wire has been tampered with or broken or the meter has been removed by an unauthorized Person, the Borough may remove, test, reset, reseal, and reinstall the water meter at the expense of the Customer.
4. When a meter on a Premises is found to have been tampered with, the penalties for such tampering may include: termination of Water Service; payment for Water Service provided during the period the meter readings were compromised, as estimated by the Borough; and/or criminal charges pursuant to the laws of the Commonwealth.
5. The Customer shall notify the Borough immediately after finding the meter to be damaged, non-functioning, or leaking.

F. METER TESTS

1. The Borough may test or replace a water meter at any time it deems necessary or upon notification by the Customer, as specified below:
 - (a) Any Customer requesting that the meter's accuracy be tested shall deposit with the Borough an amount equal to the approximate cost of testing the meter, either by the Borough or by an outside agency, as determined by the Borough.
 - (b) After receipt of a written request and deposit, the Borough will test the accuracy of its meter in the Customer's presence, if requested by the Customer. If the meter accuracy is within four percent (4%), the meter is considered accurate and the deposit will be retained by the Borough. If the meter accuracy is not within four percent (4%), the meter will be repaired or replaced at the Borough's expense and the deposit returned to the Customer.
 - (c) If a meter is found to be inaccurate, an adjustment will be made for the current billing period only, based on test results or on the recorded consumption for the same billing period during the prior year. If there is evidence to establish the date of inaccuracy, the adjustment will be made from that date.

G. LEAKS AND DEFECTIVE PLUMBING

1. The Borough shall not be liable for damage resulting from leaks, broken pipes, or any other causes occurring at any Premises. The Customer shall make no claims against the Borough resulting from the bursting or breaking of any main, service pipe, or water system appurtenance on the Premises.

2. All metered consumption will be billed according to Schedule A, Schedule of Charges for Water Service, and no adjustment will be made for excessive consumption due to leakage or waste.

VII. FIRE SERVICE AND OTHER SPECIAL USES

A. PUBLIC HYDRANT INSTALLATION

1. When a municipality desires the installation of a fire hydrant on the Borough Water System, the municipality shall make application to the Borough for such installation. The Borough reserves the right to reject approval of such application if, in its opinion, adequate fire service is not available at the proposed fire hydrant location.
2. Public fire protection service shall be paid for by the municipality requesting the public fire hydrant at the rate stipulated in Schedule A, Schedule of Charges for Water Service.
3. Whenever a municipality desires that the location of a fire hydrant be changed, it shall make application for the change, and the change will be made by the Borough. All costs necessitated by the relocation of fire hydrants shall be the responsibility of the municipality, including the costs for any permits or replacement of street or sidewalk paving.
4. Unless specific written permission is received from the Borough, fire hydrants shall be used only for fighting fire and only by persons trained and authorized by the municipality for such service. The municipality or any Person(s) responsible for unauthorized use of a fire hydrant shall be liable for damage to the Water System caused by improper use of the fire hydrant.
5. Fire hydrants installed by developers shall be installed in conformance with Borough specifications and practices and shall be subject to Borough approval.
6. Only representatives of the Borough are authorized to take fire flow measurements or perform pressure tests from either public or private fire hydrants. Any fire company or insurance company requiring fire flow/pressure tests shall contact the Borough to schedule such tests.
7. The Borough does not assume any liability as insurer of Property or Person. Any Customer receiving fire service will only be entitled (in the event of fire) to the service, pressure, capacity, and facilities available at that time to the Borough. The Borough shall not be liable for any damage or injury to any Property or Person by reason of any fire, flooding, water supply failure, excess pressure, or lack of capacity due to any cause beyond the reasonable control of the Borough.

B. PRIVATE FIRE SERVICE

1. Each Person desiring private fire service shall submit an application to the Borough and shall pay all necessary charges before service is rendered. The Borough reserves the right to reject approval of such application if, in its opinion, adequate fire service is not available at the proposed fire service location.
2. Borough-approved compound meters or detector checks with bypass meters shall be installed on all private fire Customer Service Lines, at the Customer's expense, and they shall become Borough property. Meter vaults shall meet Borough specifications.
3. All fire service meters shall be maintained by the Customer at their expense, including repairs for damage caused by the failure of the Customer to protect the meter.
4. When used with the Borough's written permission, water consumption through private fire Customer Service Lines will be billed at duly-adopted Borough rates. Such usage shall be determined by either a meter reading or calculation based upon the hours of flow and the diameter of the service line.
5. The size of each private fire Customer Service Line shall be approved by the Borough prior to installation. The maximum size private fire Customer Service Line or connection shall at least one (1) size smaller than the Borough main to which it is connected, and shall meet the National Fire Code recommendations for the size of the building and approval of the Borough.
6. No cross connections shall be made between a fire Customer Service Line and a domestic water Customer Service Line.
7. The Borough does not assume any liability as insurer of Property or Person. Any Customer receiving fire service will only be entitled (in the event of fire) to the service, pressure, capacity, and facilities available at that time to the Borough. The Borough shall not be liable for any damage or injury to any Property or Person by reason of any fire, flooding, water supply failure, excess pressure, or lack of capacity due to any cause beyond the reasonable control of the Borough.
8. Private fire protection service charges shall be determined according to Schedule A, Schedule of Charges for Water Service. These charges are compensation for "standing ready to serve" and are in addition to any charges for consumption through fire Customer Service Lines.
9. If a Property Owner requests the installation of a private fire hydrant, such Owner shall make proper application to the Borough and shall pay in advance the estimated cost of furnishing and installing the fire hydrant and shall agree to pay the annual rental charge. If the Owner requests that the location of the fire hydrant be changed,

the change shall be made at the expense of the Owner. The fire hydrant shall be the property of the Owner, who shall also be responsible for maintaining it in operating order and free from leakage. Failure to maintain the fire hydrant and service line shall be sufficient cause for termination of private fire service.

C. USE OF FIRE SERVICE FACILITIES

1. No fire hydrant or fire Customer Service Line shall be used for any purpose other than extinguishing fires and testing fire protection systems, when such testing is approved by the Borough.
2. Any municipality, fire company, or Customer desiring to test hydrants or fire Customer Service Lines shall notify the Borough at least five (5) working days in advance of the scheduled test. The performance of such tests shall be subject to Borough approval and may be billed for water usage.
3. The Borough reserves the right to permit the use of fire hydrants for training purposes by authorized personnel of local fire companies.
4. Any municipality, fire company, or Customer shall use fire hydrants with reasonable care and shall compensate the Borough for any damage that may result from any careless or negligent use of the fire hydrants by their personnel.

D. BOILERS

1. Customers who use the Borough water supply for steam boilers or similar facilities do so at their own risk. The Borough, upon request, will furnish water system pressure data for the Customer's convenience in setting relief valves, but does not guarantee that system pressure will not vary significantly above or below the identified system pressure.
2. Any damage done to a meter by steam or hot water will be the responsibility of the Customer.

E. HEAT TRANSFER EQUIPMENT

1. Heat transfer equipment includes:
 - (a) Air conditioning, refrigeration, heat pump, or other heating or cooling equipment;
 - (b) Air compressor, atmospheric condenser, vacuum pan, or similar equipment;
or
 - (c) Heat exchangers attached to any such equipment.
2. If a Customer desires to use water for heat transfer equipment, an application shall be submitted to the Borough for such use. The Borough reserves the right to reject approval of such application if projected water consumption is excessive.

3. The Borough reserves the right to require the Customer to install, at the Customer's expense, a separate water meter for any heat transfer equipment.
4. Any damage done to a meter by steam or hot water will be the responsibility of the Customer.
5. If the Borough determines that water consumption for heat transfer purposes is excessive, the Borough may discontinue service until the Customer reduces consumption to an acceptable level.

VIII. DISCONTINUANCE OF SERVICE

A. NOTICE AND CHARGES

1. The Borough reserves the right to shut off water for nonpayment of delinquent water bills or for any of the other reasons listed below. The Borough will give the Customer advance written notice of discontinuance, will post a written notice at the Premises prior to shutting off service, and will follow the procedures required by Pennsylvania law. The Borough shall not be liable for any damage resulting from Water Service discontinuance.
2. In order to renew Water Service after it has been discontinued by the Borough, a Customer shall submit an application to the Borough. Discontinued service will not be restored until delinquent water bills and any service restoration fees are paid in full to the Borough and the Customer is in compliance with all Rules, Regulations, and Schedule of Charges for Water Service.
3. No Person shall shut off or turn on the Water Service at any corporation stop or curb stop or disconnect or remove the water meter without the written consent of the Borough.
4. A Customer that wishes to have Water Service discontinued shall give at least seven (7) days written notice to the Borough, specifying the date on which Water Service is to be discontinued.
5. When a Customer requests turn-on service within six (6) months of Water Service disconnection at the request of the Customer, the Customer shall be subject to monthly minimum billing for the period of service disconnection. A new application for Water Service shall be required if the Customer request for turn-on service occurs more than six (6) months after service disconnection.
6. There will be a minimum charge of \$35.00 for temporary shut-off or turn-on of Water Service if requested and performed during the Borough's normal weekday business hours, except when service discontinuance is involved. In instances where it becomes necessary to remove and reinstall a meter, the minimum charge will be \$60.00.

7. Shut-off and turn-on services performed outside of normal weekday business hours will be charged at cost.. Additional fees, or denial of shut-off and turn-on service, may apply if the curb stop and service box are not easily accessible.
8. The Borough reserves the right to shut off Water Service without notice during emergencies, and the Borough shall not be liable for any damages or inconveniences suffered as a result of the emergency shut-off.
9. The Borough will conform to the notification provisions of the Utility Service Tenant's Rights Act. Any provisions of these Rules, Regulations, and Schedule of Charges for Water Service not consistent with the Act are void.

B. REASONS FOR DISCONTINUANCE

1. Service may be discontinued for any of the following reasons:
 - (a) Violation of any Borough Rules and Regulations.
 - (b) Misrepresentation in the application for Water Service as to Person, Property, or intended use of the water supply.
 - (c) Use of water for any Property or purpose not identified in the application for Water Service.
 - (d) Tampering with any service pipe, meter, curb stop, seal, or any facilities of the Borough.
 - (e) Failure to maintain, in good order, connections, Customer Service Line(s), backflow preventers, or other fixtures for which the Customer is responsible.
 - (f) Waste of water through improper or leaking pipes, fixtures, or other facilities.
 - (g) Vacancy of the Premises. When Water Service is discontinued due to demolition of buildings on the Property, the Customer Service Line(s) shall be disconnected at the main by shut-off at the corporation stop.
 - (h) Failure to make payment of any Water Service charges against the Premises. Accounts are delinquent if not paid within twenty (20) days of the billing date.
 - (i) Refusal of Borough access to the Premises to inspect, read, maintain, or remove water meters.

- (j) Refusal to conserve water during periods of advertised restricted supply.
 - (k) Use of water in such a manner that causes flow or pressure surges in the Water System and failure to correct problems when so directed by the Borough.
 - (l) Failure to pay water bills or charges owed to the Borough incurred at other Premises owned by the Owner.
 - (m) Existence of any cross connection at a Premises.
 - (n) At the request of the sewerage utility.
2. Water Service to a Tenant shall not be discontinued for any of the above violations committed by an Owner without giving the Tenant the opportunity to personally cure the violation.

C. SUPPLY OF WATER

- 1. The Borough shall not be liable for any water supply deficiency or its consequences.
- 2. The Borough reserves the right to restrict Water Service in case of scarcity or whenever public welfare may require water use restrictions.

D. VACATING THE PREMISES

- 1. When the Premises are vacated, the Customer shall provide the Borough with an affidavit stating that the Premises are vacant and that there are no Tenants at the Property before a request to turn off Water Service will be honored. The Customer shall pay for all water used until the Water Service is turned off.
- 2. A Customer that wishes to have Water Service discontinued shall give at least seven (7) days written notice to the Borough, specifying the date on which Water Service is to be discontinued.
- 3. A new application for Water Service shall be submitted to the Borough each time there is a change in Property ownership or Customer identity at a Premises. The Borough shall have the right to discontinue Water Service until a new application is submitted and approved.

IX. EXTENSION OF WATER SERVICE

A. WATER MAIN EXTENSION REQUIREMENTS

1. Any Person desiring Water Service must complete an application for Water Service and file the application with the Borough.
2. The Borough shall determine whether a water main extension is required. Main extensions consist of any new water main, including mains lying wholly within a new development, and appurtenances. When a water main extension is required, the policies stated below shall apply to the Applicant.
3. The size of the main required will be determined by the Borough, based on information contained in the application for Water Service and the water distribution system configuration. The minimum size main shall be 8-inch diameter. However, the Borough may increase or decrease the main size at its discretion. Reduction in main size below the minimum size established by existing municipal ordinances must be approved by the municipality in which the water main extension will be made.
4. When an Applicant requests Water Service requiring a main extension, as determined by the Borough, the Applicant shall submit a water main extension application and shall enter into a water main extension agreement with the Borough.
5. If the Borough increases the pipe size of a water main extension to make general improvements to the Water System, as compared to meeting the Applicant's present or projected water supply requirements, including fire protection, the Borough shall bear the increase in pipe and installation cost based on cost data established by the Borough.
6. The Applicant shall submit complete plans of the proposed water main extension to the Borough for approval. Plans shall be prepared in accordance with the Borough's specifications. The Borough may waive this requirement for a simple extension of a water main along an existing street.
7. All water main extensions shall extend the entire length of the Property to be served, unless otherwise approved by the Borough.
8. All water main extensions shall be constructed in the public right-of-way or in a Borough-owned easement. The Applicant shall grant to the Borough any easements across all properties that are necessary for the water main extension or future extensions therefrom.
9. No construction of Water System facilities shall commence until the plans submitted by the Applicant are approved by the Borough, a main extension agreement is executed, and the Applicant satisfies all municipal regulations.

10. The Borough shall obtain all permits required to construct a water main extension.
11. The Applicant shall bear all costs of the water main extension project, including all permits, construction, engineering, preparation of as-built reference drawings, and Borough administrative, legal, and inspection costs, except as stated otherwise in this Section IX.
12. The Borough shall not be obligated to grant refunds to the Applicant, other than unexpended deposits, although it reserves the right to do so.
13. With the submission of plans, the Applicant shall deposit with the Borough an amount to be used by the Borough for water main extension project expenses. No project services will be rendered by the Borough until sufficient deposit funds are provided by the Applicant. Additional deposits may be required, as necessary. Unexpended deposit funds will be returned to the Applicant without interest after water main extension project completion. Borough expenses in excess of deposited funds will be invoiced to and must be paid by the Applicant prior to initiation of Water Service.
14. As a general rule, all water main extensions in single family residential areas shall be eight (8) inches or larger in diameter. Water main extensions in high density residential, commercial, or industrial areas shall be twelve (12) inches or larger in diameter. The size of the water main or mains in all cases shall be specified by the Borough.
15. All areas of the water main extension, including right-of-ways or easements, shall be graded to the satisfaction of the Borough prior to construction of the water main extension.
16. The number and location of fire hydrants, which shall be installed at the Applicant's expense, shall conform to municipality requirements or to the Borough's requirements if no municipality requirements are applicable.
17. The Applicant shall pay to the Borough, in advance, all service connection fees and other charges applicable to new service connections in accordance with the Borough's Rules, Regulations, and Schedule of Charges for Water Service.
18. No refunds will be granted to an Applicant by the Borough, except under extraordinary circumstances as determined by the Borough. There will be no refund for water mains installed within developments.
19. The Applicant shall furnish and install, at the Applicant's expense, all necessary service connection(s). Each service connection will include the connection to the water main, the corporation stop, the Borough Service Line, the curb stop, the curb box, and the meter pit, if required, and is subject to Borough approval as to location and construction. When the Applicant furnishes and installs the service connection,

service connection charges will be waived. The Borough reserves the right, however, to furnish and install any service connection.

20. The Borough will furnish and install a water meter at each service connection. The Applicant will reimburse the Borough according to the then-current meter fee schedule.
21. The Applicant shall dedicate and the Borough will accept by written notification the dedication of any water mains and appurtenances constructed under the water main extension agreement, provided that the same are installed, tested, and approved in compliance with Borough specifications.
22. Until conveyed to another Owner, the Applicant and his assigns will be responsible for payment of all charges for Water Service to each service unit.
23. The Borough shall have the right to discontinue Water Service for any of the reasons specified in these Rules and Regulations.
24. The Borough accepts no responsibility or liability and shall be under no obligation to maintain, repair, or replace any water facilities on the Customer's side of the curb stop, with the exception of the water meter.
25. The water main extension agreement, together with all its terms and conditions, shall be binding upon and inure to the benefit of the respective successors or assigns or representatives of the parties thereto, as the case may be, but the agreement, other than the right to receive such payments as may be due, may not be assigned by the Applicant without the prior written consent of the Borough.
26. All water main extensions shall be constructed according to the requirements of the then-current Borough's Rules and Regulations. The Borough shall inspect all water main extension construction, at the Applicant's cost.

B. PROCEDURE FOR A MAIN EXTENSION TO BE CONSTRUCTED BY THE OWNER

1. In addition to a main extension application, an Applicant is required to submit to the Borough a plan (or plans) showing in detail the locations of all proposed water mains and appurtenances for the water main extension. The Borough shall determine, after reviewing the application, whether to approve or reject the application and shall notify the Applicant of its decision.
2. If the Borough approves the application for a water main extension, the Borough will furnish the Applicant with an estimate of initial engineering and administrative costs associated with review of the Applicant's plans.
3. If the Applicant accepts the estimate of initial engineering and administrative costs, the Applicant shall be required to deposit with the Borough the estimated cost and

execute a water main extension agreement with the Borough. A copy of the Water Main Extension Agreement for a main extension to be constructed by the Owner is provided as Attachment A. After the water main extension agreement is executed and the deposit is received, the Borough will review the Applicant's plans and recommend any changes required to conform to Borough policies. The plan review is a service to the Applicant, and the review is not intended to detail all the requirements with which the Applicant must comply under the Borough Rules and Regulations. Total payment by the Applicant for initial engineering and administrative costs shall be based on the actual cost incurred by the Borough.

4. After the Applicant's main extension application and related water system plan(s) are approved by the Borough, the Borough will submit to the Applicant an estimate of the inspection and administrative costs associated with construction of the water main extension.
5. If the Applicant accepts the Borough's estimate of the inspection and administrative costs, the Applicant shall deposit with the Borough the estimated inspection and administrative costs.
6. After receipt of this deposit, the Borough will permit the Applicant to proceed with construction of the water main extension.
7. After completion of the water main extension construction, the Borough will furnish the Applicant a tabulation of the actual inspection and administrative costs incurred during construction. If the inspection and administrative costs are less than the deposit of the Applicant, the Borough will refund to the Applicant any excess funds deposited. If the inspection and administrative costs exceed the funds deposited, the Applicant will be required to pay the additional amount to the Borough prior to initiation of Water Service.
8. The Applicant shall pay to the Borough an amount equal to the Borough's cost of preparing "as-built" or "record set" drawings and notes to reference all valves, corporations, curb stops, and fittings to nearby structures prior to initiation of Water Service.

C. PROCEDURE FOR A MAIN EXTENSION TO BE CONSTRUCTED BY THE BOROUGH

1. In addition to a main extension application, an Applicant is required to submit to the Borough a plan (or plans) showing in detail the locations of all proposed water mains and appurtenances for the water main extension. The Borough shall determine, after reviewing the application, whether to approve or reject the application and shall notify the Applicant of its decision.
2. If the Borough approves the application for a water main extension, the Borough will furnish the Applicant an estimate of initial engineering and administrative costs

associated with the preparation of plans, specifications, contract documents, and related costs associated with the main extension.

3. If the Applicant accepts the estimate of initial engineering and administrative costs, the Applicant shall be required to deposit with the Borough the estimated cost and execute a water main extension agreement with the Borough. A copy of the Water Main Extension Agreement for a main extension to be constructed by the Borough is provided as Attachment B. Total payment by the Applicant for initial engineering and administrative costs shall be based on the actual cost incurred by the Borough.
4. The Applicant shall deposit with the Borough the estimated construction cost, plus estimated costs for permits, inspection, administration, and other related Borough costs. After receipt of this deposit, the Borough will proceed with construction of the water main extension.
5. After completion of the water main extension construction, the Borough will furnish the Applicant a tabulation of the actual costs associated with the water main extension. If the total cost is less than the deposit of the Applicant, the Borough will return to the Applicant any excess funds deposited. If the total cost exceeds the funds deposited, the Applicant will be required to pay the additional amount to the Borough prior to initiation of Water Service.

X. MISCELLANEOUS REGULATIONS

A. ACCESS BY BOROUGH PERSONNEL

1. An authorized Borough employee, upon presentation of proper credentials, shall be provided access to any Premises supplied with water, at all reasonable hours, for the purposes of reading meters, making inspections or repairs, shutting off service, and/or securing any other information the Borough deems necessary. If the Customer neglects or refuses to provide access, Water Service may be discontinued and the Borough will not be liable for any damages or inconveniences suffered as a result of the Water Service discontinuance.

B. INTERRUPTION OF SERVICE

1. The Borough will use reasonable care to provide safe and continuous Water Service; however, water system emergency conditions that are beyond the Borough's control may occur. These emergency conditions include, but are not limited to, water main breaks, power failure, water shortage, machinery or facility breakdown, or water use restrictions.
2. During any emergency condition, and during the changing or testing of water meters, the Borough has the right to temporarily interrupt Water Service to make repairs or connections. The Borough will notify Customers of such Water Service interruptions, if possible; however, the Borough will not be liable for any damages suffered due to Water Service interruptions.

C. WATER EMERGENCY

1. The Borough has the right to declare a "water emergency" due to a water shortage or other emergency condition, and to impose any water use restrictions deemed necessary during such an emergency. Water emergency restrictions will continue in effect until terminated by the Borough.
2. The Borough Manager, Water System Superintendent, or another duly-authorized Borough representative has the right to declare a "water emergency" and to impose water use restrictions.
3. Notice of a "water emergency" declaration and water use restrictions will be published in a local newspaper of general circulation and/or distributed through other appropriate means.
4. Other governmental agencies, including the Pennsylvania Department of Environmental Protection (PADEP), the Pennsylvania Emergency Management Agency (PEMA), and others, may declare water emergencies and require the Borough to restrict or prohibit certain water uses.

D. ACQUISITION OF EXISTING FACILITIES

1. The Borough may acquire or accept ownership, at its discretion, of any existing water mains, distribution storage tanks, or other Water System facilities, if the facilities are properly assigned and transferred to the Borough by the previous Owner.
2. Water mains, distribution storage tanks, or other Water System facilities will not be accepted by the Borough unless the previous Owner furnishes all necessary right-of-ways or easements to the Borough.

E. ENCROACHMENTS

1. No Customer, Person, Owner, Tenant, firm, agency, or any other party shall be permitted to install facilities within or upon Borough-owned easements or right-of-ways or at any other location that may interfere with the Borough's ability to construct, operate, and/or maintain the Borough's existing and/or new Water System facilities.
2. The Borough reserves the right to remove or cause to be removed any facilities that interfere with the Borough's ability to construct, operate, and/or maintain the Borough's existing and/or new Water System facilities, all at the sole expense of the encroaching party. The Borough further assumes no responsibility for the restoration or replacement of such encroaching facilities.

XI. RATES, FEES, AND TERMS OF PAYMENT

A. BILLS RENDERED

1. All bills for Water Service furnished by the Borough shall be based on the then-current Schedule of Charges for Water Service, a copy of which is provided in Schedule A.
2. Customers shall be billed quarterly or monthly, based on metered consumption, and at the discretion of the Borough.
3. Bills for fire service will be rendered monthly or quarterly, at the discretion of the Borough.
4. The Borough reserves the right to bill any account on a monthly basis.
5. No reduction of bills will be made for water leaks or for water wasted by damaged fixtures and water lines of the Customer.
6. For special or estimated charges, bills will be rendered upon application and before Water Service is initiated.

B. COMPUTATION OF BILLS

1. Bills for Water Service to a Customer shall consist of a “base rate” and a “consumption charge” as established by the latest Schedule of Charges for Water Service, plus any penalties, if applicable.
 - (a) The “base rate” shall be based on the size of the meter and shall apply whether or not any water was consumed.
 - (b) The “consumption charge” shall be based on the amount of water that has passed through the water meter. If a water meter fails to register, or is found to be faulty, a bill will be estimated based on historical consumption.
2. Bills for a partial billing period will be determined according to the latest Schedule of Charges for Water Service, based on a prorated “base rate” and a “consumption charge.” The prorated “base rate” will be based on the number of days Water Service is rendered during the billing period.
3. When a single meter is used to measure water supply to more than one Premises with more than one Owner, each Owner will be charged the “base rate” based on meter size. For the purposes of this calculation, all Premises shall be assumed to be occupied.

C. BILLS DUE AND PAYABLE

1. Bills shall represent the amount due for Water Service provided since the last bill was issued.
2. All bills shall be due and payable at the total net amount within twenty (20) calendar days.
3. Charges for Water Service connections, temporary use, and special services shall be payable on demand.
4. Payment delivered to the Borough, as evidenced by the date stamped on the bill on or previous to the due date, will be considered a timely payment.
5. Payment mailed to the Borough, as evidenced by the United States Postal Service mark on or previous to the due date, will be considered a timely payment.
6. Water use by the same Customer in different Premises will not be combined, and each Premises will be billed separately.
7. Water bills that remain unpaid for a period of twenty (20) days after the billing date are considered delinquent, which delinquency constitutes grounds for discontinuance of Water Service to the Premises.
8. The Borough reserves the right to take any legal action it deems necessary in accordance with provisions of law then applicable, including the placement of a lien on the Premises, in order to recover amounts due and payable.
9. The Owner of any Tenant-occupied Premises shall be responsible for payment of the water bills for all units within the building.
10. If discontinued, Water Service will not be restored until all delinquent and current bills and charges, including any shut-off/turn-on charges and/or administrative fees, have been paid to the Borough.
11. No allowance will be made for an unoccupied Property unless the Borough is notified in writing to discontinue Water Service.
12. No allowance will be made for any discontinued services or fixtures, as identified in the application for Water Service, unless the Borough is notified in writing to discontinue such Water Service.

D. BILLS OF DOUBTFUL ACCURACY

1. Any Customer who doubts the accuracy of a bill shall bring or mail the bill, within ten (10) days of receipt, to the Borough office. The Borough will check the bill and

either confirm the original billing or issue a corrected bill. The due date will be adjusted by the time required to check and reissue the bill to the Customer.

E. FAILURE TO RECEIVE BILL

1. The presentation of a bill to the Customer is only a matter of accommodation. Failure to receive a bill shall not exempt a Customer from the obligation to pay the bill by the due date.
2. It shall be the Customer's or Owner's responsibility to supply the correct billing address to the Borough, and to notify the Borough of any changes to the billing address.

F. CHARGE FOR LATE PAYMENT

1. A penalty of one and one-quarter percent (1.25%) per month will be added to delinquent accounts after twenty (20) days. The penalty will be calculated on the overdue portion of each delinquent bill, and such penalty will be calculated monthly thereafter only on the overdue portion of the bill. In no event will the penalty rate exceed more than 15% annually.

G. BAD CHECKS

1. When a Customer's check is returned to the Borough by the bank for insufficient funds, the Borough will impose a service charge to the bill, as provided for in the Pennsylvania Crime Code 4105.

J. SEVERABILITY

1. If any provisions of these Rules, Regulations, and Schedules of Charges for Water Service are held to be invalid or unenforceable, all other provisions shall continue in full force and effect.

BOROUGH OF HANOVER, YORK COUNTY, PENNSYLVANIA

SCHEDULE A

SCHEDULE OF CHARGES FOR WATER SERVICE

WATER MAIN EXTENSION AGREEMENT
(CONSTRUCTION OF THE EXTENSION BY THE OWNER)

THIS AGREEMENT, entered into this ____ day of _____, 20____, by
and between the Borough of Hanover, hereinafter called the Borough, and _____

hereinafter called the Owner.

WHEREAS, the Owner desires water service; and

WHEREAS, the Borough is willing to provide water service to the Premises as
developed by the Owner; and

WHEREAS, extension of the Borough water mains is necessary to provide water
service, as hereinafter described; and

WHEREAS, the Owner is willing and desires to install an extension to connect to
the existing Borough water system, and desires to bear the cost thereof; and

WHEREAS, the Borough and the Owner have agreed upon terms and conditions
pursuant to which water service will be supplied by the Borough to land being developed by the
Owner, which property is identified on the plan attached hereto as Exhibit A (Premises).

NOW, THEREFORE, IN CONSIDERATION OF THESE PRESENTS, the parties
intending to be legally bound hereby, mutually promise, covenant, and agree as follows:

1. Upon execution of this AGREEMENT, Owner will deposit with the Borough
the sum of Two Thousand (\$2,000.00) Dollars. This sum represents the estimated engineering,
inspection, contingencies, administrative and legal costs, as well as deposit for security for the
receipt of as-built drawings, computer as-built drawing files (if requested by the Borough) and
easements (if applicable) associated with the installation of the water service for the Premises
referenced above. Completion of the project includes receipt by Borough of as-built drawings and
dedication of the system with required easements and bill of sale. Any unused portion of the
escrow deposit will be released to the Owner upon acceptance of dedication of the Water System.

The Borough, at its option, may terminate this AGREEMENT if the Owner fails to
deposit with the Borough the escrow listed above within one (1) calendar year from the date of
this AGREEMENT. The Borough shall provide sixty (60) days written notice to the Owner of the

intent to terminate this AGREEMENT. If the escrow is not received by the Borough within sixty (60) days after notice, the AGREEMENT may be terminated at the Borough's election.

2. The Owner shall perform the following work pursuant to this AGREEMENT at the Owner's expense:

A. Construct an extension of an existing water main, following main extension requirements set forth in Borough Rules and Regulations, including services and other facilities as indicated on the drawings, Exhibit A, as approved by the Borough, said installation to be completed according to the Borough's specifications for the construction of water mains. The installation of the main shall be under the Borough's observation and shall include all required appurtenances to complete the system according to the Borough's specifications.

B. Install _____ (_____) new service line taps and services for residential dwellings within the Premises. The Owner shall install piping for meter connections at locations approved by the Borough.

C. Excavate, backfill, and restore all areas consistent with the regulations of _____ Township or the Borough of Hanover and the Pennsylvania Department of Transportation (PennDOT), if applicable. The Owner shall obtain all required road and construction permits.

D. Coordinate connection to the existing water main at _____ with the borough. The Owner is prohibited from operating any existing Borough system valves.

E. Water meters, up to and including two (2) inch, with outside reading devices for each unit, will be supplied by the Borough at the expense of the Owner.

F. Install fire hydrants at locations agreed upon by the Borough and the municipality.

G. Install all water main appurtenances as shown on the plans, Exhibit A.

3. The Owner agrees to advise the Borough before installing water services as provided in this AGREEMENT. The Owner shall apply for service applications and pay the fee for all water services installed hereafter. The Owner agrees to pay all other applicable charges and fees in connection with all services to residential units in the Premises, including any capacity fees, connection fees, meter costs, and other fees in effect at the time of application.

4. Pursuant to the provision set forth in Title 53 of Purdon's Pennsylvania Statutes, 53 PS 306B (z.1), as amended from time to time, the Borough shall reimburse the Owner for each connection made directly to the water main extension constructed under this AGREEMENT by the Owner of another property not in the development for which this extension was constructed within ten (10) years of the dedication of this extension. The water main extension subject to reimbursement shall include all proposed water mains shown in the drawings attached as Exhibit A, excluding therefrom any connection made to properties within the Premises for which the extension is constructed or from water main extensions to the said Water System. Upon completion of construction of the water line improvements described herein, the Owner and the Borough shall prepare a written AGREEMENT setting forth the terms and conditions concerning reimbursement to the Owner.

5. The Owner covenants and agrees to indemnify the Borough against any and all loss of damage which the Borough may suffer as a result of any damage to its water line or service lines caused by the Owner, its employees, agents, servants, or workmen or any contractors or subcontractors employed by it: (a) in the development of and construction upon the Premises abutting on the streets in which water mains are to be constructed pursuant to this AGREEMENT; or (b) in the construction of surfaces of any of the streets in which the water mains are to be installed pursuant to this AGREEMENT.

6. The Owner will be responsible for any damage to any private property incurred that is incidental to the construction work being performed pursuant to this AGREEMENT. The Owner shall be responsible for any restoration necessary to private property that is affected in any way by the construction undertaken pursuant to the extension of water service pursuant to this AGREEMENT. The Owner agrees to indemnify the Borough against any and all loss or damage to private property that may occur as a result of or incidental to the construction of the water main extension, the installation of water service lines and connections, and all work performed therewith.

7. It is further understood and agreed by and between the parties hereto that the Owner shall be responsible for obtaining all necessary consents, orders, permits, and approvals of public officers or public bodies having jurisdiction over or lawful interest in any of the subject matters herein.

8. The Owner agrees that it will not build at any time hereafter on, in, or over any utility easement or structure, the construction or presence of which will endanger or render ineffective or difficult access to the water mains or appurtenances of the Borough.

9. Where water lines are to be installed parallel to sanitary sewer lines, a minimum horizontal separation of ten (10) feet shall be maintained. Where this separation cannot be maintained, a minimum of three (3) feet horizontal and eighteen (18) inches vertical separation (vertical separation measured between bottom of water main and top of sewer main) shall be maintained with the water line located above the sewer line. Where water lines are to cross sewer lines, there shall be a vertical distance of eighteen (18) inches separating the water and sewer lines (water main above the sewer line). Where this separation cannot be maintained, the sewer line shall be encased in concrete ten (10) feet on either side of the water main. No excavation or blasting shall be carried on which in any way endangers the said water pipes and lines; provided, however, that should the Owner wish to do so, it may at its own expense provide a new location acceptable to the Borough for the said water pipes and lines and the Borough must approve said new location in writing. The entire cost of such moving and altering and any expense incident thereto shall be borne exclusively by the Owner.

10. Upon completion of the aforesaid water main construction and other work referenced in this AGREEMENT on the plans attached hereto, the Borough, upon proper application, shall provide water service to the Owner in accordance with Borough's Rules and Regulations. Pursuant to this AGREEMENT, proper application shall include payment of all applicable fees and charges in effect at the time of application provided in Borough's Rules and Regulations for the extension of water service to customers.

11. Any difference between the actual engineering, inspection, administrative, and legal costs associated with installing the water services and main extension and the amount escrowed by the Owner for the installation of the system described in this AGREEMENT and the plans attached hereto will be paid by the Owner. The Owner understands that any estimates included in this AGREEMENT are simply estimates and are not a guarantee of the costs or expenses to be incurred, which is the subject of this AGREEMENT. The Borough assumes no responsibility for additional costs over and above the estimated amounts provided.

12. The Borough and the Owner hereby agree that the cost of construction shall include the cost of the materials and labor to be supplied for the construction of the water main

appurtenances thereto, the engineering and inspection costs related to the construction thereof, and the administrative, engineering, and legal costs incurred by the Borough associated with construction and installation of said main and all appurtenances thereto.

13. Construction of the system will be deemed completed on the date (the Completion Date) when the Borough notified the Owner of the satisfactory results of a performance test of the system performed by the Owner, which will be conducted under observation of the Borough promptly following the Owner's notice to the Borough that the system has been installed in accordance with the plans and specifications.

Promptly following the Completion Date, the Owner shall deliver to the Borough a certification of the construction costs of the system, along with "as-built" or "record set" drawings of the system, in form and content satisfactory to the Borough, including the computer drawing files associated with the "as-built" or "record set" drawings. As a condition precedent to the furnishing of service after the completion of the system, the Owner shall pay to the Borough an amount equal to its reasonable and customary administrative, engineering, and construction overhead costs that were incurred by the Borough in connection with the system and this AGREEMENT, provided said sums have not been previously paid to the Borough by the Owner.

14. Owner shall warrant the construction and materials used in the construction of the Water System for a period of eighteen (18) months after the Borough has certified that the Water System has been completed, tested, and found to conform with the requirements of this AGREEMENT. In order to guarantee this warranty, the Owner shall provide the Borough with a bond or other form of surety acceptable to the Borough and its solicitor in the amount of fifteen (15) percent of the certified construction costs, as provided above. This bond shall remain in effect for a period of twelve (12) months (warranty period) from the Dedication Date.

The Owner shall repair or replace any defects in materials or construction of which the Owner is given written notice by the Borough during said warranty period. In the event that the Owner fails to diligently commence or pursue said repairs or replacement, or if the Borough exclusively determines the defects in materials or construction constitute an emergency that adversely impacts the Borough's ability to provide water service, the Borough has the right (but not the obligation) to undertake said repairs and replacement and to use the bond or other accepted surety to pay for the work to correct the defects. If the cost of making the repairs exceeds

the amount of the bond, the Borough shall have the right to recover the additional costs from the Owner.

15. Until the Dedication Date, the Owner shall maintain and operate the undedicated portions of the Water System to ensure such will be in good condition and repair at the Dedication Date, and shall pay the Borough for the use of any water consumed in accordance with the Borough's Rules and Regulations.

16. Dedication of the water main extension by the Owner to the Borough shall be accomplished by the execution and delivery by the Owner to the Borough of the following documents in the form and format acceptable to the Borough:

- a. A Bill of Sale;
- b. A Grant of Easement for the easement area with a legal metes and bonds description of the easement (if required);
- c. As-Built Drawings and computer drawing files indicating the location of the main and appurtenances thereto and indicating the location of any easements;
- d. Proper testing of said main(s)
 - i. Pressure test to 150% of normal operating pressure to be witnessed by the Borough
 - ii. A copy of a certified laboratory's results of bacteria tests.

At or prior to the aforesaid dedication, the parties hereto may mutually agree to amend the aforesaid documents or to execute and deliver additional documents in connection with said dedication, without the necessity of amending this AGREEMENT.

The Owner agrees that good and marketable title to the system will be dedicated by said Bill of Sale, and that, by said Grant of Easement (if required), an easement in the easement area shall be granted to the Borough, free and clear of all liens and encumbrances, except for existing road and utility easements, building restrictions, and like matters of record. The date on which the system and easement area shall be dedicated to and accepted by the Borough is herein referenced as the "Dedication Date".

17. Upon dedication of the water main as hereinbefore described with the necessary valves, connection fittings, and other appurtenances, these facilities at all times shall be the property of the Borough and no charge or lien upon them shall arise as a result of this

AGREEMENT. The Borough shall also have the right, by virtue of its ownership of said mains, to make any additions or extensions in its sole and absolute discretion.

18. This AGREEMENT contains the entire AGREEMENT of the parties hereto, and there are no other understandings, written or oral, between the parties relating to the subject matter of this AGREEMENT that supersedes, cancels, and terminates any and all rights or obligations that may have risen between the parties.

19. All representations, warranties, and agreements of the Borough and the Owner set forth in this AGREEMENT shall survive the Dedication Date, and the parties shall be entitled to rely upon such representations, warranties, and AGREEMENT.

20. This AGREEMENT may not be amended, except by instrument in writing signed by the parties hereto, and no claimed amendment, modification, termination, or waiver shall be binding unless in writing and signed by the parties against who such claimed amendment, modification, termination, or waiver is sought to be enforced.

21. The Owner's obligations hereunder may not be assigned to any other person or entity without the prior written consent of the Borough; provided that this AGREEMENT shall be terminated and the Owner shall be released from any further liability or obligations hereunder, if, and at such time as, any other Owner executes and delivers an agreement with the Borough in the same form as this AGREEMENT, or such other form as approved by the Borough, together with financial security in the form required hereby or such other form as approved by the Borough.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be duly executed and delivered as of the date first above written.

BOROUGH OF HANOVER

By: _____

Attest: _____

Witness: _____

OWNER

Date:

WATER MAIN EXTENSION AGREEMENT
(CONSTRUCTION OF THE EXTENSION BY THE BOROUGH)

THIS AGREEMENT, entered into this ____ day of _____, 20____, by
and between the Borough of Hanover, hereinafter called the Borough, and _____

hereinafter called the OWNER.

WHEREAS, the Owner desires water service; and

WHEREAS, the Borough is willing to provide water service to the Premises as
developed by the Owner; and

WHEREAS, extension of the Borough water mains is necessary to provide water
service, as hereinafter described; and

WHEREAS, the Borough contracts and agrees to install the water main(s) (and
other facilities, if any) as shown on the plan attached and made a part hereof; and

WHEREAS, the Borough and the Owner have agreed upon terms and conditions
pursuant to which water service will be supplied by the Borough to land being developed by the
Owner, which property is identified on the plan attached hereto as Exhibit A (Premises).

NOW, THEREFORE, IN CONSIDERATION OF THESE PRESENTS, the parties
intending to be legally bound hereby, mutually promise, covenant, and agree as follows:

1. It is expressly understood and agreed that if the Borough shall be delayed or
prevented from installing the water main(s) (and other facilities, if any) hereinabove described
because of its failure to secure pipe or other construction material, or for any other causes beyond
its control, such failure or delay in performance shall be excused; provided, however, if such failure
or delay in performance shall extend for a period of more than one (1) year from the date hereof,
the Owner shall have the right to cancel and terminate this agreement on thirty (30) days written
notice to the Borough, and thereafter both parties shall be relieved of all duties and obligations
arising hereunder, but this right to cancel and terminate by the Owner shall not be invoked if the
Borough has received the construction material and the Owner has made the deposit as hereafter
required, in which event the Borough shall have the obligation to prosecute the work diligently to
its completion.

2. The Owner hereby agrees to deposit with the Borough, upon notice from the Borough that it is prepared and able to go forward with the work described herein, an amount in cash equal to the estimated cost of the extension, including the estimated cost of said main(s) and the estimated cost of any other facilities which the Borough shall have decided are required to render adequate service. A Preliminary Memorandum in the form attached shall be prepared and signed by both parties showing the deposit required in accordance with the foregoing provision at which time the deposit will be paid by the Owner to the Borough. Upon completion of the installation of the extension, a Final Memorandum in the form attached shall be presented and signed by both parties showing the deposit required based on the same calculation as set forth above but by using the actual cost of the extension, including the actual installation cost of the mains and other facilities. If the deposit shown to be due on the Final Memorandum differs from that shown on the Preliminary Memorandum, the Owner will deposit any additional amount shown to be due or the Borough will refund to the Owner any excess amount shown to have been deposited, it being the intent of this AGREEMENT that the deposit required shall be based on actual installation cost.

3. The Borough hereby agrees to refund to the Owner during the period of ten (10) years from the date of completion of installation of the water main and other facilities, an amount equal to the average actual completed cost of thirty-five (35) feet of the said main(s) for each additional bona fide customer for whom a service connection shall be directly attached to such main extension, the customer's equipment installed, and the house occupied by a bona fide owner or tenant who has entered into a contract for use of the Borough's service, as distinguished from extension or branches thereof; provided, however, that the total amount refunded shall not exceed the original deposit, without interest, and that all or any part of the deposit not refunded within said 10-year period shall become the property of the Borough.

4. The Owner may request refunds under Paragraph 3., once in each calendar quarter, furnishing the Borough, at such time, a listing of additional bona fide customers; however, failure on the part of the Owner to make such request shall not constitute a waiver of any rights hereunder or relieve the Borough of the obligation to make refunds with reasonable promptness.

5. The ownership of the water main(s) installed hereunder shall at all times be in the Borough, its successors and assigns.

6. This AGREEMENT shall be valid and binding on the Borough only when executed by its authorized representative.

7. This AGREEMENT shall be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties.

8. Any notice given hereunder shall be deemed sufficient if in writing and sent by registered mail to the Borough at _____
and to the Owner at _____

(Address of Owner)

BOROUGH OF HANOVER

By: _____

Attest: _____

Witness:

OWNER

Date:

PRELIMINARY MEMORANDUM

This Preliminary Memorandum is executed by the parties hereto under and pursuant to the provisions of Paragraph 2. of a certain AGREEMENT in writing between the parties entered into on the ____ day of _____, 20____, for the installation by the Borough of a certain water main(s) therein described. It is, therefore, agreed and stipulated:

Refundable Costs:

- (a) Estimated cost of main(s) \$ _____
- (b) Estimated cost of other facilities \$ _____
- (c) Total refundable costs
- (a) plus (b) \$ _____

Non-Refundable Costs:

- (d) Fire hydrants and laterals \$ _____
- (e) Capital charges \$ _____
- (f) Total non-refundable costs
- (d) plus (e) \$ _____

Credit Allowance:

- (g) Total refundable cost divided by
_____ feet of main(s) \$ _____/ft.
- (h) 35 feet \$ _____
- (i) Total credit
- (g) times (h) \$ _____

Amount of Deposit:

- (j) Deposit
- (c) times (f) minus (i) \$ _____

Refund Allowance:

(k) Net refundable cost

(c) minus (i) \$ _____

(l) Net refundable cost divided by

_____ feet of main(s) \$ _____/ft.

(m) Number of bona fide customers to be

directly served by the extension _____

(n) 35 feet

(o) Potential refund

(l) times (m) times (n) \$ _____

This Preliminary Memorandum shall be attached to the original AGREEMENT in accordance with the provisions of Paragraph 2. thereof.

Dated: _____
Date of Deposit

WITNESS:

BOROUGH OF HANOVER

By: _____

WITNESS:

OWNER

By: _____

FINAL MEMORANDUM

This Final Memorandum is executed by the parties hereto under and pursuant to the provisions of Paragraph 2. of a certain AGREEMENT in writing between the parties entered into on the ____ day of _____, 20____ for the installation by the Borough of a certain water main(s) therein described. It is, therefore, agreed and stipulated:

Refundable Costs:

- (a) Actual cost of main(s) \$ _____
- (b) Actual cost of other facilities \$ _____
- (c) Total refundable costs
- (a) plus (b) \$ _____

Non-Refundable Costs:

- (d) Fire hydrants and laterals \$ _____
- (e) Capital charges \$ _____
- (f) Total non-refundable costs
- (d) plus (e) \$ _____

Credit Allowance:

- (g) Total refundable cost divided by
_____ feet of mains \$ _____/ft.
- (h) 35 feet \$ _____
- (i) Total credit
- (g) times (h) \$ _____

Amount of Deposit:

- (j) Deposit
- (c) times (f) minus (i) \$ _____

Refund Allowance:

(k) Net refundable cost

(c) minus (i) \$ _____

(l) Net refundable cost divided by

_____ feet of main(s) \$ _____/ft.

(m) Number of bona fide customers to be

directly served by the extension _____

(n) 35 feet

(o) Potential refund

(l) times (m) times (n) \$ _____

This Final Memorandum shall be attached to the original AGREEMENT in accordance with the provisions of Paragraph 2. thereof.

Dated: _____
Date of Final Deposit (Refund)

WITNESS:

BOROUGH OF HANOVER

By: _____

WITNESS:

OWNER:

By: _____